gested, whether the case is within the rule that where the insured premises are used for an unlawful purpose, an insurance contract covering them is void as against public policy. *Johnson* v. *Union, etc., Ins. Co.*, 127 Mass. 555. This rule is frequently applied where liquor is illegally sold on the insured premises, on the ground that the insurance encourages violations of the law. *Kelly* v. *Worcester Mut. Fire Ins. Co.*, 97 Mass. 284. In Michigan, Iowa, and Kansas, however, the rule is rejected on the ground that the insurance is too remotely connected with the illegal transactions. *De Graff* v. *Niagara Fire Ins. Co.*, 12 Mich. 124. In the present case it seems clear that maintaining the nuisance was too remote a consideration to avoid the contract within the rule. See *Loehner* v. *Home Mut. Ins. Co.*, 17 Mo. 247. But it is submitted that the proper indemnity for the loss would have been the actual value of the building as about to be torn down. See *Huckins* v. *People's Mut. Fire Ins. Co.*, 31 N. H. 238.

INTERSTATE COMMERCE — CONTROL BY STATES — PEDDLERS SUBJECT TO STATE LICENSE TAX. — The defendant was the agent of a foreign corporation which sold portraits on advance orders. The contract specified that a buyer was to have the privilege of purchasing a suitable frame at a low price at the time of the delivery of the portrait. The defendant was indicted for selling picture-frames without the license required by statute of peddlers. It was conceded that he could not be punished for delivering the pictures. *Held*, that the sale of the frames was intrastate commerce and the conviction proper. *Dozier* v. *State*, 46 So. 9 (Ala.).

If the business of selling frames had been carried on by a separate person who accompanied the picture-seller, the occupation would clearly be that of a peddler. As such it would be subject to state control. The courts avoid a conflict between the Commerce Clause and the state police power by saying that the frames have become part of the general property of the seller in the state and that no part of the sale itself involves an interstate transaction. *Emert* v. *Missouri*, 156 U. S. 296. And when the two occupations are carried on by the same man, the direct sales may properly be regulated. *Kehrer* v. *Stewart*, 197 U. S. 60. Upon the business of taking or filling orders it is settled that a license cannot be imposed. *Brennan* v. *Titusville*, 153 U. S. 289. The decisions opposed to the present case rest on the ground that selling frames is a mere incident to delivering the pictures. *Chicago Portrait Co.* v. *Macon*, 147 Fed. 967. But it is believed that the transactions are separable and that this part at least calls for police regulation. And though the authority on the direct question involved is divided, the present case has respectable support. *State* v. *Montgomery*, 92 Me. 433.

LIMITATION OF ACTIONS — ACCRUAL OF RIGHT — CONVEYANCE BEFORE MARRIAGE IN FRAUD OF DOWER. — Two days before his marriage, and without the knowledge of his prospective bride, one W. gratuitously conveyed lands to the defendants. *Held*, that it is against public policy to compel a wife, on peril of the bar of the statute of limitations, to institute an action in which her husband will be a defendant, and therefore the statute does not begin to run against the right of the wife until the death of the husband. *Wallace* v. *Wallace*, 114 N. W. 913 (Ia.).

The right of a husband to have set aside fraudulent antenuptial conveyances made by his wife was early established. See *Countess of Strathmore* v. *Bowes*, 1 Ves. Jr. 22. It appears to be settled in America that the wife has a similar right to attack antenuptial conveyances by the husband in so far as such transfers operate to deprive her of that inchoate dower interest which otherwise would have accrued to her upon marriage. *Chandler* v. *Hollingsworth*, 3 Del. Ch. 99; *Arnegaard* v. *Arnegaard*, 7 N. Dak. 475. It is evident, however, that the wife has only an equitable right to have a dower interest secured to her by one who holds a perfect legal title. Since such an equitable interest is always subject to extinction by a transfer of the legal title to a *bona fide* purchaser, the wife will not be adequately protected unless there be conceded to her a right to prosecute the claim at any time after marriage. *Babcock* v. *Babcock*, 53 How.

Pr. (N. Y.) 97; see *Waterhouse* v. *Waterhouse*, 206 Pa. St. 433. As the Iowa statute provides quite absolutely that such an action on the ground of fraud must be brought within five years after the cause accrues, the principle of the present case seems insupportable. IOWA CODE, §§ 3447, 3448, 3453.

MARRIAGE — CREATION OF THE RELATION — COMMON LAW MARRIAGE AS AFFECTING BIGAMY. — The defendant, having entered into a common law marriage, was later married to another woman. *Held*, that the common law marriage supports an indictment for bigamy. *State* v. *Thompson*, 68 Atl. 1068 (N. J., Sup. Ct.).

For a discussion of the principles involved, see 20 HARV. L. REV. 576.

MUNICIPAL CORPORATIONS — GOVERNMENTAL POWERS AND FUNCTIONS — TAX LEVIED TO REIMBURSE OFFICERS FOR EXPENSES OF PRIVATE LITIGATION. — A petition was brought to restrain the payment of money by a town to reimburse its officers, who had been subjected to suits for damages by reason of arrests made for violation of the liquor law. *Held*, that the town is impliedly authorized to appropriate money for this purpose. *Leonard* v. *Inhabitants of Middleborough*, 84 N. E. 323 (Mass.). See NOTES, p. 625.

NUISANCE — RECOVERY OF DAMAGES — RECOVERY BY ONE HAVING NO RIGHTS IN PROPERTY AFFECTED. — Through the negligence of the defendant the water supply used in the plaintiff's hospital became infected and the plaintiff paid damages to patients injured thereby. The plaintiff, who had neither proprietary interest in, nor license to use, the water, sued the defendant for reimbursement. *Held*, that the plaintiff can recover. *Fergusson* v. *Malvern Urban District Council*, 72 J. P. 101 (Eng., K. B. D., Jan. 1908).

The authorities are divided on the question whether the plaintiff, to maintain an action on the case for nuisance affecting property rights, must himself have a proprietary interest in the property. But since all admit that if one has such an interest he can recover for an injury to his health alone, it seems more logical to allow an action irrespective of the property rights of the plaintiff. *Fort Worth Ry. Co.* v. *Glenn*, 97 Tex. 586; *contra*, *Ellis* v. *Kansas City R. R. Co.*, 63 Mo. 131. Though the plaintiff here had no right to have the flow of water continued, yet he was wronging no one in using it. It is true that he has not suffered physically, but only financially. But a man has been held liable for damages suffered by loss of custom to a boarding-house caused by his introducing contagious disease. *Smith* v. *Baker*, 20 Fed. 709. It seems, then, that the present case is right; for the plaintiff acting legally has been greatly injured through the negligence of the defendant in causing the spread of a dangerous disease, and there appears to be no just ground for refusing relief.

PAYMENT — APPLICATION — APPLICATION OF PAYMENT BY CREDITOR TO DEBT BARRED BY STATUTE OF LIMITATIONS. — A creditor holding two claims against a debtor, one of which was barred by the statute of limitations, applied a payment to the barred claim. *Held*, that the payment must be considered to have been made on the enforceable claim. *Charles* v. *Stewart*, 11 Ont. Wkly. Rep. 421 (Ont., Fifth Div. Ct., Jan. 2, 1908). See NOTES, p. 623.

RESTRAINT OF TRADE — STATE ANTI-TRUST LEGISLATION — COMBINATION OF PUBLIC SERVICE COMPANIES. — The New York Stock Corporation Law provides that "no corporation shall combine with any corporation or person for the creation of a monopoly or the unlawful restraint of trade or for the prevention of competition in any necessity of life." Under the Code of Civil Procedure, § 1798, the attorney-general applied to the court for leave to bring an action against the Consolidated Gas Company which, for the purpose of securing a monopoly, had purchased a controlling interest in the other companies supplying gas and electric light to the city of New York. *Held*, that permission is denied. *In the Matter of the Application of the Attorney-General*, 39 N. Y. L. J. 19 (N. Y., App. Div., Feb. 1908).

The court reasoned that this consolidation did not constitute an illegal mo-